

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

N010000005703

Qual: Run Estates Homeowners
ASSOCIATION, Inc

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01 AUG 13 PM 1:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SUFFICIENCY OF FILING

- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- ☒ Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
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J. BRYAN AUG 13 2001

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

QUAIL RUN ESTATES HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit Under
the Laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these ARTICLES OF INCORPORATION state:

ARTICLE I

NAME

1.0 The name of this corporation shall be: QUAIL RUN ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE 2

DEFINITIONS

2.0 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUAIL RUN ESTATES (hereinafter referred to as the "Declaration", and which Declaration encumbers the real property described in Exhibit "A" attached hereto -hereinafter referred to as the "Property"), unless herein provided to the contrary or the context otherwise requires.

ARTICLE 3

PURPOSE

3.0 The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as QUAIL RUN ESTATES (hereinafter referred to as the "Project") as previously developed by B.C.O. INC., a Florida corporation or its successor (hereinafter referred to as the "Developer") on the Property.

ARTICLE 4

POWERS

The Association shall have the following powers:

4.0 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles, or the By-Laws of this Association which may be hereafter adopted.

4.1 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of Lot Owners.

(b) To own, control, operate, manage, maintain, repair, and replace the Common Area (as that term may be used in the Declaration or elsewhere), including the right to reconstruct improvements after casualty and the right to make further improvements to the Common Area.

(c) To levy, and collect Assessments against Members of the Association as provided for in the By-Laws or the Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the Common Area, insurance for the protection of the Association, its officers, directors, and Members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the Common Area; to pay all taxes, utility charges, and other expenses with respect to the Common Area; and generally to accomplish the purposes set forth in the Declaration.

(d) To hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the Property.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

(f) To exercise, undertake and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(g) The irrevocable right of access to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Area or for making emergency repairs necessary to prevent damage to the Common Area, or to another Lot or Lots.

(h) To pay taxes and other charges, on or against property owned or accepted by the Association.

(i) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure, the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

(j) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(k) To charge recipients for services rendered by the Association and the use for use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

ARTICLE 5

MEMBERS

The qualification of Members, the manner of their admission to and termination of such membership, and voting by Members shall be as follows:

5.0 All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

5.1 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation in the Public Records of Brevard County, Florida, of the deed or other instruments validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lots owned by such Member. Membership is nontransferable, except as an appurtenance to a Lot.

5.2 On all matters on which the membership shall be entitled to vote, each Member shall have one vote for each Lot owned by such Member. Such vote or votes may be exercised or cast by the Owner or Owners of each Lot in such amounts as may be provided for in the By-Laws of this Association.

5.3 The By-Laws shall provide for an annual meeting of Members, and may make provisions for regular and special meetings or Members in addition to the annual meeting.

ARTICLE 6

EXISTENCE AND DURATION

6.0 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE 7

ADDRESS

7.0 The initial principal office of the Association shall be located at 540 Buttonwood Drive, Merritt Island Florida 32953 and the mailing address shall be PO Box 541622, Merritt Island, Florida. The Association shall maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE 8

DIRECTORS

8.0 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) Directors. The first Board of Directors shall have three (3) Members, and the number of Directors of subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association. Directors need not be members of the Association.

8.1 Directors of the Association shall be appointed or removed, and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.2 The Directors named in these Articles shall serve until their successors are appointed or elected.

8.3 The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

Name	Address
Robert E. Schack	540 Buttonwood Drive Merritt Island, Florida 32953
Karen E. Tate	320 Quail Drive Merritt Island, Florida 32953

Andrew Miner

340 Quail Drive
Merritt Island, Florida 32953

ARTICLE 9

OFFICERS

9.0 The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the By-Laws. The Officers of the Association shall be appointed by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. Officers need not be Members of the Association. The By-Laws may provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors, or until removed, are as follows:

Robert E. Schack
Karen E. Tate
Andrew Miner

President
Secretary/Treasurer
Vice-President

ARTICLE 10

SUBSCRIBERS

10.0 The name and address of the Subscriber to these Articles of Incorporation is as follows:

Name

Address

Robert E. Schack

540 Buttonwood Drive
Merritt Island, Florida 32953

ARTICLE 11

BY-LAWS

11.0 The initial By-Laws of the Association, as previously adopted by the Association, shall be the By-Laws. The By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE 12

INDEMNIFICATION

12.0 Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.1 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

12.2 Approval. Any indemnification under Paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in paragraph 12.0. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members of the Association.

12.3 Advances. Expenses incurred in defense a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.4 Miscellaneous. The indemnification provided by this Article shall not be declared exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the Members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE 13

AMENDMENTS

13.0 Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by Members of the Association owning not less than one-third of the Lots, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be declared to have been given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any Member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be declared equivalent to the giving of such notice to such Member. At such meeting, the Amendment or Amendments proposed must be approved by all affirmative vote of at least a two-thirds (2/3) vote of the Members of the Association entitled to vote thereon in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or all executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the public records of Brevard County within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the Declaration. Thereafter, a copy of said

Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the Members of the Association, but Failing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE 14

ASSOCIATION ASSETS

14.0 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws of this Association.

14.1 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Brevard County, Florida. However, in no event shall Brevard County, Florida (or any municipality as may be applicable) be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but Brevard County, Florida, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission of Brevard County, Florida.

ARTICLE 15

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

15.0 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.1 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

ARTICLE 16

INITIAL REGISTERED ADDRESS AND NAME OF REGISTERED AGENT

16.0 The street address of the initial registered office of the Association is 25 McLeod Street, Merritt Island Florida 32953 and the initial registered agent of the Association at that address is Markey & Fowler, P.A.

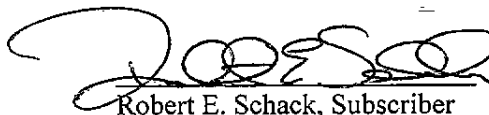
ARTICLE 17

DUTIES AND POWERS RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY

17.1 The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, and shall have all powers reserved herein, in the By-Laws, and in the Declaration for the collection of same, including but not limited to the right to impose and foreclose liens against Lots.

17.2 Association assessments shall be used for the maintenance and repair of the surface water or stormwater management drainage easements, including but not limited to work within retention areas, drainage structures and drainage systems. Assessments may also be used to retain contractors to perform all or part of the duties of the Association relating to its obligations pursuant to this Article 17.

IN WITNESS WHEREOF, the Subscriber has affixed his signature this 9 day of August 2001.


Robert E. Schack, Subscriber

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

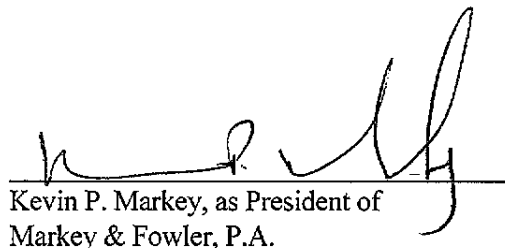
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said

Act:

First, that Quail Run Estates Homeowners Association, Inc. desiring to organize under the laws of the State of Florida, with its principal office as indicated by the Articles of Incorporation in Merritt Island, County of Brevard, State of Florida, has named Markey & Fowler, P.A. located at 25 McLeod Street, Merritt Island, Florida 32953 as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


Kevin P. Markey, as President of
Markey & Fowler, P.A.

Date: 8/9/01

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